

REMARKS/ARGUMENTS

Responsive to the Official Action mailed July 15, 2005, applicants have amended their pending claims in an earnest effort to place this case in condition for allowance. Specifically, independent claim 9 has been amended. Reconsideration is respectfully requested.

At the outset, applicants must respectfully submit that there is *simply no recognition in the cited prior art of the present invention*. In absence of any teaching or suggestion in the prior art of applicants' invention, as claimed, it is respectfully submitted that the rejections of the presently pending claims should be withdrawn.

In an effort to advance prosecution, applicants submit herewith a Terminal Disclaimer, referencing commonly-owned U.S. Patent No. 6,430,788. It is respectfully submitted that the Examiner's rejection of the claims for obviousness-type double patenting can be withdrawn.

In rejecting the pending claims under 35 U.S.C. §102 and §103, the Examiner continues to rely upon Japanese Patent No. 10-140148, in view of U.S. Patent No. 5,151,320, to Homonoff et al., U.S. Patent No. 5,707,468, to Arnold et al., and U.S. Patent No. 4,892,534, to Datta et al. These rejections are respectfully traversed.

M.P.E.P. Section 2143.03 specifically requires that "to establish *prima facie* obviousness of a claimed invention *all claim limitations must be taught or suggested by the prior art*". The M.P.E.P. references *In Re. Royka* (citations omitted), in which the Court stated:

Claims are not to be read in a vacuum and while it is true they are to be given the broadest *reasonable* interpretation during prosecution, their terms still have to be given the meaning called for in the specification of which they form a part (emphasis in original).

The Court went on to state:

The essence of appellants' invention, as set forth in claim 28, is still missing . . . and we see nothing in the combination of references which would have made the invention obvious to one of ordinary skill in the art at the time it was made.

The thrust of the Manual is clear: the absence of a teaching or suggestion of the "essence of the invention" in the prior art makes a rejection under 35 U.S.C. §103 improper. Applicants respectfully maintain, and the Examiner has even acknowledged, that such an "essence of the invention" is clearly absent in the cited references.

Applicants' invention is simply not contemplated by any of the cited references. As fully disclosed in their Specification, the present invention contemplates a low basis weight nonwoven fabric, comprising a web of substantially continuous polymeric filaments, formed from a *relatively lightly bonded* precursor web, which when subjected to hydroentanglement, results in bonds between the filaments being broken *without substantial breakage of the filaments* so that the filaments are thus entangled. None of the cited references even hint at formation of a fabric in such a fashion.

As previously noted, the Japanese reference (corresponding to U.S. Patent No. 6,080,466, to Yoshimura et al.), contemplates *creping a conventionally bonded web*, and has no suggestion whatsoever of the present invention. The Examiner has specifically acknowledged that "Yoshimura et al. *does not teach minimally pre-bonding the spunbonded fabric*", thus essentially admitting that Yoshimura et al. *teaches away* from applicants' invention as claimed. The Examiner has asserted that since "Yoshimura teaches applying the water jets to the sheet of Yoshimura in order to entangle the pulp sheet with the spunbonded layer . . . the bonds of the spunbonded layer would have to be broken", yet provides *no support* for this conclusory statement.

To the contrary, those skilled in the art will recognize that the entanglement of a pulp web with a spunbond web, a common industry practice, contemplates that *the thermal-bonding of the spunbond web remain largely intact*. This common integration technique is intended to disrupt and break the bonds of *the pulp web*, and integrate the resultant pulp fibers into the intact spunbond web. The thermally-bonded spunbond web provides desired strength for such an integrated composite, as is well-known in the art, and as such, Yoshimura et al. is simply devoid of any teachings which would suggest the present invention.

M.P.E.P. Seciton 2143.01 specifically admonishes that "the proposed modification cannot render the prior art unsatisfactory for its intended purpose". Clearly, the Examiner's proposed modification of Yoshimura does exactly that, since Yoshimura is intended to have a spunbond layer, *which remains intact*, for integration of an associated pulp layer. The M.P.E.P. further admonishes that "the proposed modification cannot change the principle of operation of a reference", yet that is precisely the result of the Examiner's rejection based upon Yoshimura.

The secondary Homonoff reference contemplates *fundamentally the same structure as Yoshimura*, and therefore clearly cannot overcome the deficiencies in the teachings of Yoshimura in supporting a proper rejection under 35 U.S.C. §103. Like Yoshimura, Homonoff contemplates use of a spunbonded base web which is thermally bonded, cross-stretched, *with cover layers integrated therewith by hydroentanglement*. Again, this common industry composite structure, including a spunbond layer which provides strength, and associated cover layers (such as pulp) to provide absorbency, *is not* formed by disrupting the bonds of a minimally-bonded filamentary web, with the thus-unbonded filaments hydroentangled, *without substantial breakage of the filaments*.

At column 4, line 58 *et seq.*, Homonoff states:

After the cross-stretched, spunbonded base web material has been heat set so as to stabilize the material in its stretched condition, there is no need to maintain the web in its tensioned condition, and therefore it could be released from the cross-stretched tensioning or tentering environment. Thereafter, the cover layers are applied to the pre-stretched web. The cover layers typically are comprised predominantly of fluid dispersible fibers and can be applied to the base web either as loose fibers or, more preferably, as preformed tissue webs in either single or multiple layer configurations.

The teachings relied upon by the Examiner in the Arnold et al. reference are essentially the same as the above references: a spunbond web is employed as a *supporting layer* for associated webs, *without any consideration of disrupting the bonds of the spunbond layer, by hydroentanglement, without substantial filament breakage.*

Arnold et al. states:

The fabric then generally moves to a *more substantial second step bonding procedure* where it may be bonded with other nonwoven layers which may be spunbond, meltblown, or bonded carded webs, films, woven fabrics, or foams, etc.

This reference simply does not contemplate disrupting the bonds of a lightly bonded spunbond web, and entangling the filaments without substantial filament breakage. Applicants must respectfully maintain that it is improper to *read beyond the teachings* of a reference if a proper rejection under 35 U.S.C. §103 is to be formulated.

Applicants note the Examiner's reference to U.S. Patent No. 4,892,434, to Datta et al., but do not find this patent incorporated in the Arnold et al. reference; it is thus understood that the Examiner's rejection is under 35 U.S.C. §103.

Application No. 09/982,436
Amendment dated December 15, 2005
Reply to Office Action of July 15, 2005

Applicants respectfully note that the Examiner has gone on at great length to refute applicants' arguments, yet applicants' invention is simply not suggested by any of the prior art, even if combined as suggested. Applicants note the Examiner's rejection under 35 U.S.C. §112, but applicants must respectfully maintain that those skilled in the art have a thorough and complete understanding of applicants' claimed invention. Those skilled in the art are familiar with thermal-bonding of spunbond webs, and the energy-dependent results of hydroentanglement.

As specifically provided by M.P.E.P. Section 2173.02:

Definiteness of claim language must be analyzed, *not in a vacuum*, but in light of:
(c) the claim interpretation that would be given *by one possessing the ordinary level of skill* in the pertinent art at the time the invention was made.

Applicants' claimed structure that the "bonds between said filaments are broken without substantial breakage of said filaments" will be clearly recognized and understood by those skilled in the art; the bonds between the filaments are disrupted, while the filamentary nature of the filaments is maintained, that is, there is no substantial breakage of the filaments themselves.

It is therefore respectfully maintained that the rejection under 35 U.S.C. §112 should be withdrawn.

In view of the foregoing, formal allowance of claims 9, 11, and 12 is believed to be in order and is respectfully solicited. Should the Examiner wish to speak with applicants' attorneys, they may be reached at the number indicated below.

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The Commissioner is hereby authorized to charge any additional fees which may be required in connection with this submission to Deposit Account No. 23-0785.

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Respectfully submitted,

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I hereby certify that this paper is being deposited with the United States Postal Service with sufficient postage at First Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450 on **December 15, 2005**.


